

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GMAC LLC		09/11/2007	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	GMAC US LLC
Street Address:	200 Renaissance Center
Internal Address:	P.O. Box 200
City:	Detroit
State/Country:	MICHIGAN
Postal Code:	48265-2000
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	3271468	ACCUTEL
Registration Number:	2927666	ACCUTEL INC.
Registration Number:	2246126	COMTRAC
Serial Number:	77077961	EASE
Registration Number:	2498501	SERVICE WORTHY OF YOUR NAME
Registration Number:	2940869	SMART BEGINNINGS
Registration Number:	3256852	SMART EDGE
Registration Number:	1742492	SMARTBUY
Serial Number:	77109113	SMARTCASH
Serial Number:	77081831	SMARTCHECK
Registration Number:	3083892	SMARTEDGE
Registration Number:	3206726	SMARTLANE
Registration Number:	1631111	SMARTLEASE

**CH \$415.00 3271468**

Serial Number:	77101718	SMARTLEASE PLUS
Serial Number:	77111482	SMARTNOTES
Registration Number:	3011117	YOUR PATHWAY TO VEHICLE FINANCING

**CORRESPONDENCE DATA**

Fax Number: (248)267-4299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 248.263.3458  
Email: marie.lally@gm.com  
Correspondent Name: Gary W. Donohue  
Address Line 1: 300 Galleria Officentre  
Address Line 2: Suite 210  
Address Line 4: Southfield, MICHIGAN 48034

ATTORNEY DOCKET NUMBER:	636798
NAME OF SUBMITTER:	Gary W. Donohue
Signature:	/gary w donohue/
Date:	09/11/2007

**Total Attachments: 2**  
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ASSIGNMENT – U.S.

WHEREAS, GMAC LLC, a limited liability company organized and existing under the laws of the State of Delaware, (hereinafter the "ASSIGNOR") is the owner of certain trademarks and service marks (as more fully defined in Schedule A) in respect of auto financing (hereinafter called the GMAC Auto Trademarks); and

WHEREAS GMAC US LLC, a limited liability company organized and existing under the laws of the State of Delaware, (hereinafter the "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the GMAC Auto Trademark and all registrations and applications for the GMAC Auto Trademarks in the United States of America.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNOR by these presents does hereby assign and transfer unto the said ASSIGNEE, its successors and assigns, its entire right, title and interest in and to the GMAC Auto Trademarks in the United States, together with that part of the goodwill of the ASSIGNOR's business connected with the use of and symbolized by the GMAC Auto Trademarks. This assignment includes the registrations and applications for the GMAC Auto Trademarks set forth on the attached Schedule A, as well as all right, title and interest the ASSIGNOR may have to the GMAC Auto Trademarks, whether by use, registration, application or otherwise.

The said ASSIGNOR represents that, to the best of its knowledge, it does not own any other registration or application for the GMAC Auto Trademarks, in whole or in combination with another word, symbol or trademark in the United States of America, other than that listed in the attached Schedule A, and should same exist, by this assignment ASSIGNOR does hereby transfer all of its rights, title and interest thereto to ASSIGNEE.

ASSIGNEE represents that, to the extent that a trademark application or registration assigned to ASSIGNEE also contains a trademark of ASSIGNOR, ASSIGNEE shall cooperate with the ASSIGNOR in ensuring that the combination trademark application or registration is maintained until the ASSIGNOR has a reasonable opportunity to acquire protection for its trademark separately, or as otherwise agreed to by the parties.

The parties agree to execute whatever additional documents are necessary to record the transfer of the GMAC Auto Trademarks assigned hereunder.

The provisions herein extend to successors and/or assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment this 16th day of SEPTEMBER, 2007.

GMAC LLC

Signature: Gary W. Donohue

Print Name: GARY W. DONOHUE

Title: ASSISTANT SECRETARY

GMAC US LLC

Signature: C. L. Quenneville

Print Name: C. L. Quenneville

Title: Secretary

## SCHEDULE A

\*"R" represents a registered trademark. "A" represents that a trademark application has been filed.

Trademark	Country	Status*	Number
ACCUTEL	UNITED STATES	R	3271468
ACCUTEL LOGO	UNITED STATES	R	2927666
COMTRAC	UNITED STATES	R	2246126
EASE	UNITED STATES	A	77077961
SERVICE WORTHY OF YOUR NAME	UNITED STATES	R	2498501
SMART BEGINNINGS	UNITED STATES	R	2940869
SMART EDGE	UNITED STATES	R	3256852
SMARTBUY	UNITED STATES	R	1742492
SMARTCASH	UNITED STATES	A	77109113
SMARTCHECK	UNITED STATES	A	77081831
SMARTEDGE	UNITED STATES	R	3083892
SMARTLANE	UNITED STATES	R	3206726
SMARTLEASE	UNITED STATES	R	1631111
SMARTLEASE PLUS	UNITED STATES	A	77101718
SMARTNOTES	UNITED STATES	A	77111482
YOUR PATHWAY TO VEHICLE FINANCING	UNITED STATES	R	3011117